

In the Matter of VOLUPTÉ INC. and INTERNATIONAL ASSOCIATION OF  
MACHINISTS, LODGE NO. 315

*Case No. C-1099.—Decided March 8, 1939*

*Vanity Case Manufacturing Industry—Settlement:* stipulation providing for compliance with the Act, including disestablishment of labor organization as representative of employees and reinstatement of employees—*Order:* entered on stipulation—*Complaint:* dismissed as to discharges of six persons.

*Mr. Will Maslow*, for the Board.

*Mr. Charles J. Stamler*, of Newark, N. J., for the respondent.

*Isserman, Isserman & Kapelsohn*, by *Mr. Sol D. Kapelsohn* and *Mr. Morris Isserman*, of Newark, N. J., for the Union.

*Mr. Abram D. Londa*, of Elizabeth, N. J., for the Association.

*Mr. Langdon West*, of counsel to the Board.

DECISION

AND

ORDER

STATEMENT OF THE CASE

Upon charges and amended charges duly filed by International Association of Machinists, Lodge No. 315, herein called the Union, the National Labor Relations Board, herein called the Board, by the Regional Director for the Second Region (New York City), issued its complaint dated October 21, 1938, against Volupte, Inc., Linden, New Jersey, herein called the respondent, alleging that the respondent had engaged in and was engaging in unfair labor practices affecting commerce within the meaning of Section 8 (1), (2), and (3) and Section 2 (6) and (7) of the National Labor Relations Act, 49 Stat. 449, herein called the Act. A copy of the complaint, accompanied by notice of hearing, was duly served upon the respondent and the Union.

Concerning the unfair labor practices the complaint alleged, in substance, that the respondent dominated and interfered with the formation and administration of a labor organization among its employees known as Volupte Employees Mutual Benefit Association, herein called the Association; that the respondent terminated the employment of and refused to reinstate certain named employees because they joined and assisted the Union and engaged in other concerted activi-

ties for the purposes of collective bargaining and other mutual aid and protection; and that the respondent, by the afore-mentioned activities, and by urging, persuading, and warning its employees to refrain from becoming or remaining members of the Union, posting notices in its plant stating that it would not bargain collectively with the Union, and by other acts, interfered with, restrained, and coerced its employees in the exercise of the rights guaranteed in Section 7 of the Act.

Thereafter, the respondent filed its answer dated November 1, 1938, in which it admitted the allegations concerning the nature and scope of its business, but denied the allegations of unfair labor practices. On November 12, 1938, the Association filed its motion to intervene in the case. Thereafter, counsel for the Board filed with the Regional Director a notice that on December 6, 1938, he would move the Trial Examiner, hearing the case, to amend the complaint in several particulars. A copy of the notice was served on the respondent, the Union, and the Association.

Pursuant to notice, a hearing was held at Newark, New Jersey, from December 1 to December 9, 1938, before James C. Paradise, the Trial Examiner duly designated by the Board. The respondent, the Union, the Association, and the Board participated in the proceeding and were represented by counsel. Full opportunity to be heard, to examine and cross-examine witnesses, and to introduce evidence bearing upon the issues was afforded all parties.

At the beginning of the hearing, the Trial Examiner, over the objection of the Union, granted the motion to intervene filed by the Association. This ruling is hereby affirmed. Thereafter, the Trial Examiner received in evidence a stipulation entered into by the respondent, the Union, and counsel for the Board, setting forth facts concerning the nature and scope of the respondent's business. During the course of the hearing on December 6, 1938, in accordance with the notice previously served upon the parties, counsel for the Board moved to amend the complaint so as to delete the allegations with respect to the discriminatory discharge of one employee and to include such allegations with respect to certain additional employees; to allege that the respondent refused to bargain collectively with the Union, although the Union had been designated by a majority of its employees as their representative; and to allege that the employees had gone out on strike because of the respondent's unfair labor practices.<sup>1</sup> This motion was granted by the Trial Examiner without objection.

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<sup>1</sup> On November 29, 1938, the Union filed further charges covering the allegations contained in the amendment to the complaint.

During the hearing on December 9, 1938, the respondent, the Union, the Association, and counsel for the Board entered into an agreement in settlement of the case. This agreement and the other documents referred to therein are set out below:

AGREEMENT made this 9th day of December, 1938, by and between INTERNATIONAL ASSOCIATION OF MACHINISTS, Lodge 315, hereinafter referred to as the "union"; and VOLUPTE, INC., a corporation organized under the laws of the State of New Jersey, hereinafter referred to as the "employer".

WHEREAS the union had called a strike of the production workers and tool makers of the company, effective May 23, 1938; and

WHEREAS the said strike is still in effect; and

WHEREAS the union had filed a Charge against the employer with the National Labor Relations Board; and

WHEREAS a complaint had been issued by said Board on said Charge; and

WHEREAS hearings are now being held on said complaint before a trial examiner of the National Labor Relations Board, in which the Volupte Employees Mutual Benefit Association is an intervenor; and

WHEREAS the parties desire amicably to dispose of all of the matters in issue between them,

NOW THEREFORE, it is mutually agreed:

1. The employer agrees to withdraw recognition from the Volupte Employees Mutual Benefit Association, and wholly to disestablish said association and never hereafter to recognize or enter into contractual relations with said association, its successor or assigns; provided that the wage and hour rates now in effect in the Linden plant of the employer shall remain in effect until modified as the result of collective bargaining with a bona fide labor organization.

2. The employer agrees to reinstate and reemploy on or before Monday, December 12, 1938, at 8 A. M., the following persons, to the positions last held by them on May 23, 1938, or to substantially equivalent positions, without discrimination:

Olga Uramie

John Ennis

Louise Defeo

Nick Maiuri

Mary Rosich

provided that no back pay shall be awarded to said five employees.

3. The employer agrees to reinstate to their former or substantially equivalent positions, without back pay, as of Tuesday, January 3, 1939, at 8 A. M., all of the persons now on strike and

listed in the schedule annexed hereto and marked Schedule A,<sup>2</sup> subject to paragraphs 4 and 5 hereof.

4. The employer agrees that in order to provide employment for the persons listed in Schedule A, it will discharge before Saturday noon, December 31, 1938, all of the persons now employed by it who were hired after the beginning of the strike on May 23, 1938.

5. The employer agrees to furnish employment to all of the persons listed in Schedule A to the extent to which work is available for them, the persons to be employed according to the departmental seniority enjoyed by them as of February 7, 1938, the seniority of such employees being described in Schedule B<sup>3</sup> hereto attached and made part hereof; if sufficient work is not available for all of the employees listed on Schedule A, those not rehired shall be placed upon a preferential list and no new employees shall be hired unless such persons have been reemployed.

6. The terms "seniority" and "departmental seniority" as used throughout this agreement shall have the same meaning as that contained in the final decree of the Chancellor of New Jersey in the matter of Volupte, Inc., and International Association of Machinists, a true copy of which is annexed hereto as Schedule C;<sup>4</sup> provided that persons hired after February 7, 1938 and before May 23, 1938, shall be entitled to such seniority as shall date from the respective dates of their employment.

7. The employer agrees that beginning Tuesday, January 3, 1939, no tool making work of any description shall be carried on in the plant except by Alfred Bellingrath and John Felsch, as long as any of the tool makers now on strike and listed in Schedule D<sup>5</sup> annexed hereto are without employment; all new tool makers hired shall be chosen in order of seniority from the list annexed hereto and marked Schedule D; the employer agrees to have no tool making work done in the Linden plant except between the hours of 8 A. M. and 4:30 P. M. nor at the home of any employee.

8. The employer agrees that the examiners listed in Schedule E<sup>6</sup> annexed hereto shall likewise be placed upon a preferential list to be rehired after all of the employees on Schedule A have been rehired, it being understood that any vacancies in employment for which said examiners are qualified or can be qualified

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<sup>2</sup> See Schedule A of the Decision and Order, *infra*.

<sup>3</sup> See Schedule B of the Decision and Order, *infra*.

<sup>4</sup> See Schedule C of the Decision and Order, *infra*.

<sup>5</sup> See Schedule D of the Decision and Order, *infra*.

<sup>6</sup> See Schedule E of the Decision and Order, *infra*.

shall be filled by hiring said examiners before any new employees are hired and before any employees discharged by this agreement are rehired, provided that no examiner shall have the status of an employee until rehired.

9. The employer agrees to rehire Joseph Marion Schlahetka on or before Monday, December 12, 1938, at 8 A. M. in the maintenance department, and to receive the rate of 50¢ per hour for such work during the first month of employment, 55¢ per hour during the second month, and 60¢ per hour thereafter; provided that said Schlahetka shall retain in the maintenance department, the departmental seniority formerly enjoyed by him and listed on the seniority list of February 7, 1938.

10. The employer need not reinstate William Korb, for whom a separate private agreement is being made.

11. In the distribution of work or employment on and after January 3, 1939, the principles of departmental seniority as defined herein shall be strictly adhered to.

12. The union agrees to call off the strike which went into effect on May 23, 1938.

13. The union agrees to withdraw its present Charge that the employer has failed to bargain collectively with it as the representative of the production workers of the Linden plant, the employer need not bargain with it or any other bona fide labor organization as such representative unless and until it is shown proof that such organization has been designated as such collective bargaining representative.

14. The union agrees to withdraw its Charge against the employer that it has locked out the toolmakers listed in Schedule D.

15. The employer and the union agree to the issuance by the National Labor Relations Board without further notice or proceedings, of the order, a copy of which is annexed hereto as Schedule F, and the employer and the union agree to the issuance of a decree by an appropriate Circuit Court of Appeals embodying the terms of the said Board's order; provided that notice of the application to the court for the entry of such decree shall be given both the employer and the union. The employer further agrees to abide by the provisions of the order annexed hereto and marked Schedule F.

16. This agreement is subject to approval by the National Labor Relations Board.

#### SCHEDULE F—STIPULATION

It is hereby stipulated and agreed by and between the undersigned:

I. The stipulation of commerce annexed hereto and marked Exhibit 1 is made part hereof.<sup>7</sup>

II. The employer consents to the entry by the National Labor Relations Board, without further notice or proceedings, of the following Order:

"Upon the basis of the stipulation dated December 9, 1938, and pursuant to Section 10 (c) of the National Labor Relations Act, the National Labor Relations Board hereby orders that the respondent, Volupte, Inc., its officers, agents, successors and assigns shall:

1. Cease and desist from

(a) In any manner dominating or interfering with the administration of the Volupte Employees Mutual Benefit Association, or with the formation and administration of any labor organization of its employees, and from contributing support to the Volupte Employees Mutual Benefit Association, or any other labor organization of its employees;

(b) Discouraging membership in International Association of Machinists, Lodge No. 315, or any other labor organization of its employees, by discriminating in regard to hire or tenure of employment or any term or condition of employment;

(c) Giving effect to the contracts dated May 3, 1938 and May 14, 1938 between the respondent and Volupte Employees Mutual Benefit Association;

(d) In any other manner interfering with, restraining, or coercing its employees in the exercise of the right to self-organization, to form, join, or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in concerted activities, for the purpose of collective bargaining or other mutual aid or protection, as guaranteed in Section 7 of the National Labor Relations Act.

2. Take the following affirmative action which the National Labor Relations Board finds will effectuate the policies of the Act:

(a) Withdraw all recognition from the Volupte Employees Mutual Benefit Association as the representative of any of its employees for the purpose of dealing with Volupte, Inc., concerning grievances, labor disputes, wages, rates of pay, hours of employment, or other conditions of employment, and disestablish the Volupte Employees Mutual Benefit Association as such representative.

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<sup>7</sup> The stipulation of commerce is omitted from the Decision, as the facts contained therein are set forth in the findings made by the Board concerning the business of the respondent, *infra*.

(b) Offer to Olga Uramie, Louise Defeo, Mary Rosich, John Ennis and Nick Mauri immediate and full reinstatement to their former or substantially equivalent positions, without prejudice to their seniority and other rights and privileges;

(c) Reinstatement all of its employees who went on strike on May 23, 1938, and thereafter, to their former or substantially equivalent positions, without prejudice to their seniority or other rights or privileges, in the manner provided and subject to the limitations in the agreement of settlement dated December 9, 1938, to which this order is annexed;

(d) Post notices immediately to its employees in conspicuous places within its Linden plant, stating: (1) That the respondent will cease and desist in the manner aforesaid; (2) that the respondent will withdraw all recognition from the Volupte Employees Mutual Benefit Association as the representative of any of its employees for the purpose of dealing with this respondent concerning grievances, labor disputes, wages, rates of pay, hours of employment, or other conditions of employment, and that said Volupte Employees Mutual Benefit Association is completely disestablished as such representative, and maintain such notices for a period of at least thirty (30) consecutive days from the date of posting;

(e) Notify the Regional Director for the Second Region, in writing, in ten days from the date of this Order what steps the respondent has taken to comply therewith.

It is further ordered that the complaint, insofar as it alleges that the respondent has engaged in unfair labor practices within the meaning of Section 8 (5) of the Act, be, and the same is hereby dismissed.

It is further ordered that the complaint be, and it hereby is dismissed with respect to the discharges of Norman Krumeich, Bert Krams, Rene Schwertz, Harry Grant, Stephen Kury, and Paul Greulich.

On December 28, 1938, the Board issued its order approving the above agreement and transferring the proceeding to the Board for the purpose of entry of a decision and order by the Board.

Upon the entire record in the case, the Board makes the following:

## FINDINGS OF FACT

### I. THE BUSINESS OF THE RESPONDENT

The respondent, a New Jersey corporation, has its principal office and place of business at Linden, New Jersey. It is engaged in the manufacture, sale, and distribution of vanity cases and other cos-

metic cases, cigarette cases and lighters, dresser sets, and related products. The principal raw materials used by the respondent in its operations are brass and lacquer, about 50 per cent of which are shipped to the respondent's plant from points outside the State of New Jersey. Approximately 95 per cent of the finished products manufactured by the respondent are sold and shipped by it to points outside of the State of New Jersey. The approximate annual cost of the raw materials purchased by the respondent is more than \$150,000 and the approximate annual sales value of the products manufactured by the respondent is more than \$500,000.

We find that the above-described operations constitute a continuous flow of trade, traffic, and commerce among the several States.

### ORDER

Upon the basis of the above findings of fact, stipulation, and the entire record in the case, and pursuant to Section 10 (c) of the National Labor Relations Act, the National Labor Relations Board hereby orders that Volupte, Inc., Linden, New Jersey, and its officers, agents, successors, and assigns shall:

1. Cease and desist from:

(a) In any manner dominating or interfering with the administration of the Volupte Employees Mutual Benefit Association, or with the formation and administration of any labor organization of its employees, and contributing support to the Volupte Employees Mutual Benefit Association, or any other labor organization of its employees;

(b) Discouraging membership in International Association of Machinists, Lodge No. 315, or any other labor organization of its employees, by discriminating in regard to hire or tenure of employment or any term or condition of employment;

(c) Giving effect to the contracts dated May 3, 1938, and May 14, 1938, between the respondent and Volupte Employees Mutual Benefit Association;

(d) In any other manner interfering with, restraining, or coercing its employees in the exercise of the right to self-organization, to form, join, or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in concerted activities, for the purpose of collective bargaining or other mutual aid or protection, as guaranteed in Section 7 of the National Labor Relations Act.

2. Take the following affirmative action, which the Board finds will effectuate the policies of the Act:

(a) Withdraw all recognition from the Volupte Employees Mutual Benefit Association as the representative of any of its employees for



the purpose of dealing with Volupté, Inc., concerning grievances, labor disputes, wages, rates of pay, hours of employment, or other conditions of employment, and disestablish the Volupté Employees Mutual Benefit Association as such representative;

(b) Offer to Olga Uramie, Louise Defeo,<sup>8</sup> Mary Rosich, John Ennis, and Nick Mauiri immediate and full reinstatement to their former or substantially equivalent positions, without prejudice to their seniority and other rights and privileges;

(c) Reinstatement all of its employees who went on strike on May 23, 1938, and thereafter, to their former or substantially equivalent positions, without prejudice to their seniority or other rights or privileges, in the manner provided and subject to the limitations in the aforesaid agreement of settlement dated December 9, 1938, annexed hereto and referred to as Appendix I;

(d) Post notices immediately to its employees in conspicuous places within its Linden plant, stating: (1) that the respondent will cease and desist in the manner aforesaid; (2) that the respondent will withdraw all recognition from the Volupté Employees Mutual Benefit Association as the representative of any of its employees for the purpose of dealing with this respondent concerning grievances, labor disputes, wages, rates of pay, hours of employment, or other conditions of employment, and that the said Volupté Employees Mutual Benefit Association is completely disestablished as such representative, and maintain such notices for a period of at least sixty (60) consecutive days from the date of posting;

(e) Notify the Regional Director for the Second Region, in writing, within ten (10) days from the date of this order what steps the respondent has taken to comply therewith.

IT IS FURTHER ORDERED that the complaint, in so far as it alleges that the respondent has engaged in unfair labor practices within the meaning of Section 8 (5) of the Act, be, and it hereby is, dismissed.

AND IT IS FURTHER ORDERED that the complaint be, and it hereby is, dismissed with respect to the discharges of Norman Krumeich, Bert Krams, Rene Schwertz, Harry Grant, Stephen Kury, and Paul Greulich.

#### APPENDIX I<sup>9</sup>

3. The employer agrees to reinstate to their former or substantially equivalent positions, without back pay, as of Tuesday, January 3, 1939, at 8 A. M., all of the persons now on strike and listed in the

<sup>8</sup> In the amendment to the complaint this name was spelled Defeo.

<sup>9</sup> Only those parts of the Agreement of Settlement that pertain to the subject of reinstatement are set forth here.

schedule annexed hereto and marked Schedule A, subject to paragraphs 4 and 5 hereof.

4. The employer agrees that in order to provide employment for the persons listed in Schedule A, it will discharge before Saturday noon, December 31, 1938, all of the persons now employed by it who were hired after the beginning of the strike on May 23, 1938.

5. The employer agrees to furnish employment to all of the persons listed in Schedule A to the extent to which work is available for them, the persons to be employed according to the departmental seniority enjoyed by them as of February 7, 1938, the seniority of such employees being described in Schedule B hereto attached and made part hereof; if sufficient work is not available for all of the employees listed on Schedule A, those not rehired shall be placed upon a preferential list and no new employees shall be hired unless such persons have been reemployed.

6. The terms "seniority" and "departmental seniority" as used throughout this agreement shall have the same meaning as that contained in the final decree of the Chancellor of New Jersey in the matter of Volupte, Inc., and International Association of Machinists, a true copy of which is annexed hereto as Schedule C; provided that persons hired after February 7, 1938 and before May 23, 1938, shall be entitled to such seniority as shall date from the respective dates of their employment.

7. The employer agrees that beginning Tuesday, January 3, 1939, no tool making work of any description shall be carried on in the plant except by Alfred Bellingrath and John Felsch, as long as any of the tool makers now on strike and listed in Schedule D annexed hereto are without employment; all new tool makers hired shall be chosen in order of seniority from the list annexed hereto and marked Schedule D; the employer agrees to have no tool making work done in the Linden plant except between the hours of 8 A. M. and 4:30 P. M. nor at the home of any employee.

8. The employer agrees that the examiners listed in Schedule E annexed hereto shall likewise be placed upon a preferential list to be rehired after all of the employees on Schedule A have been rehired, it being understood that any vacancies in employment for which said examiners are qualified or can be qualified shall be filled by hiring said examiners before any new employees are hired and before any employees discharged by this agreement are rehired, provided that no examiner shall have the status of an employee until rehired.

9. The employer agrees to rehire Joseph Marion Schlahetka on or before Monday, December 12, 1938, at 8 A. M. in the maintenance department, and to receive the rate of 50¢ per hour for such work during the first month of employment, 55¢ per hour during the second

month, and 60¢ per hour thereafter; provided that said Schlahetka shall retain in the maintenance department, the departmental seniority formerly enjoyed by him and listed on the seniority list of February 7, 1938.

10. The employer need not reinstate William Korb, for whom a separate private agreement is being made.

11. In the distribution of work or employment on and after January 3, 1939, the principles of departmental seniority as defined herein shall be strictly adhered to.

### SCHEDULE A

[A=Assembly. FP=Foot Press. PP=Power Press]

A Yolanda DeFeo	A Cecilia Spitalny
PP Charles Gaydos	A Julia Tamkus
FP Anna Golda	A Helen Tratulis
A Bertha Kopic	PP Edward Thornton
FP Anna Koste	FP Elizabeth Weilandies
FP Beatrice Kunzelman	PP Anthony Walendziuski
A Josephine Labonia	PP Robert Shook
A Dorothy Lamont	PP Stewart Shook
FP Evelyn Nartowitz	FP Catherine Costanzo
A Mary Nerges	PP Andrew Prutko
FP Julia Sandifer	

### SCHEDULE B

FEBRUARY 7, 1938.

#### *Building B—Seniority by departments*

##### ORNAMENTATION

Date hired	No.	Name
1924.....	21	Mary Besermin, assistant forelady.
1920.....	11	Fanny De Crescenzi
8/28/34.....	30	Louise De Fe (not needed).

##### REPAIR DEPARTMENT

[Building B, customer's repairs to be discontinued]

	21	Mary Besermin, assistant forelady, 2/18/38.
1928.....	28	Mildred Tomlinson.
11/5/35.....	86	Bernice Zack.
9/9/36.....	4	Ann Swisstack.
9/15/36.....	53	Beatrice Tomlinson.
11/5/36.....	61	Anne Szabo.

##### PACKING DEPARTMENT

	21	Mary Besermin, assistant forelady.
1929.....	22	Ann Besermin.
1930.....	3	Yolanda De Feo.
8/18/33.....	58	Mae Steffan.

*Building B—Seniority by departments—Continued*

## FILLING DEPARTMENT

Date hired	No.	Name
1925 .....	20	Victoria Poyner, assistant forelady
3/26/31 .....	76	Mary Nerges.
8/28/34 .....	30	Louise De Feo (not needed).

## STOCK DEPARTMENT

7/21/33 .....	41	Anita Cogliolo.
10/1/37 .....	135	Thomas Thomas.

## EXAMINING DEPARTMENT

[This department eliminated entirely]

8/7/33 .....	43	Dorothy Lamont, out.
8/28/34 .....	30	Louise De Feo, to be layed off 2/9/38.
9/4/34 .....	25	Margaret Anderson, to be layed off 2/7/38.
8/29/35 .....	35	Elizabeth Vamos, out.
9/2/35 .....	37	Ann Hubley, out.
1/27/37 .....	6	Rose Tietelbaum, out.
5/20/36 .....	369	Anna Koste, to be layed off 2/9/38.
7/24/36 .....	9	Frieda Krakowiecki, out.
8/17/36 .....	60	Florence Cohen, out.
8/18/36 .....	67	Helen Paserba, out.
8/31/36 .....	50	Evelyn Friedman, out.
5/4/37 .....	324	Catherine Costanzo, to be layed off 2/9/38.
8/10/37 .....	31	Veronica Besermin, to be layed off 2/7/38.
8/10/37 .....	300	Mary Weiss, to be layed off 2/8/38.
8/10/37 .....	299	Anna Steffera, to be layed off 2/8/38.

## ENGINE TURNING DEPARTMENT

5/20/36 .....	369	Anna Koste (not needed).
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## DRESSER SET DEPARTMENT

9/1/33 .....	91	Tessie Ward (needed temporarily).
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## FOOT PRESS DEPARTMENT

1925 .....	348	Joseph Slachetka, assistant foreman
9/3/35 .....	351	Catherine Souza.
9/4/35 .....	353	Rose Le Boeuf.
3/6/36 .....	372	Ralph Pillo.
5/2/36 .....	319	Olga Serwin.
5/13/36 .....	359	Josephine Francis.
7/10/36 .....	355	Anna Hasulak.
8/25/36 .....	375	Mary Monek.
11/30/36 .....	367	Julia Sandifer.
1/14/37 .....	356	Mary Ormond.
1/18/37 .....	357	Veronica Benbrook.
1/25/37 .....	370	Evelyn Nartowitz.
1/27/37 .....	362	Marie Colinek.
2/17/37 .....	368	Anna Golda.
2/24/37 .....	321	Olga Legesta.
3/12/37 .....	366	Elizabeth Wielandics.
4/7/37 .....	358	Jean Kosierowski.
6/1/37 .....	361	Ethel Idanitski.
8/9/37 .....	363	Eleanor Carpin.
8/10/37 .....	364	Elizabeth Mascenik.
8/10/37 .....	297	Frances Twibill.
9/7/37 .....	352	Ella Yuhasz.
9/27/37 .....	350	Beatrice Kunzelmann.
9/30/37 .....	322	Anna Kwiatek.
10/4/37 .....	323	Theresa Malinowsky.
	324	Catherine Costanzo (not needed).
	369	Anna Koste (examiners working in foot press department).

*Building B—Seniority by departments—Continued*

## POWER PRESS DEPARTMENT

Date hired	No.	Name
1922 .....	336	George Bobak, assistant foreman.
1925 .....	342	Nick Maiuri.
1929 .....	340	John Ennis.
3/11/37 .....	344	Robert Shook.
6/14/37 .....	339	Stewart Shook.
7/19/37 .....	334	Joe Costantino.
8/10/37 .....	345	Robert Tempalsky
9/9/37 .....	338	Edward Thornton.
9/27/37 .....	331	Andrew Prutko.
10/7/37 .....	347	Charles Gaydos.
10/11/37 .....	327	Anthony Walendzinski.

*Building A—Assembly department—seniority by departments*

## FELT DEPARTMENT

11/25/35 .....	392	Lois Thomas.
8/25/36 .....	384	Helen Risko.
9/20/37 .....	391	Eleanor Phillips.

## ASSEMBLERS

6/13/33 .....	382	Peggy Wilson, assistant forelady.
1/27/36 .....	383	Josephine Labonia.
8/24/36 .....	393	Bertha Kopec.
11/30/36 .....	390	Freedom Flynn, second assistant forelady.
11/30/36 .....	360	Helen Kassel.
1/25/37 .....	389	Mary Rosich.
6/22/37 .....	388	Julai Tamkus.
8/13/37 .....	394	Olga Uramie.
8/26/37 .....	380	Margaret Deardorff.
8/26/37 .....	381	Helen Tratulis.
8/27/37 .....	377	Genevieve Kawalec.
8/27/37 .....	378	Gertrude Kenny.

## REPAIR DEPARTMENT—GENERAL REPAIRS

10/26/36 .....	371	Margaret Nixon, building A, assembly.
	299	Anna Steffera (not needed).
	300	Mary Weiss (examiners working assembly department)

## DISTRIBUTION DEPARTMENT

8/25/36 .....	320	Joseph Hasulak, acting foreman.
2/8/37 .....	346	John Babinec.
6/21/37 .....	328	Joseph Mascenik.
8/16/37 .....	329	William Hutchinson.

## MAINTENANCE DEPARTMENT

2/4/36 .....	271	Dominick Santella, foreman.
1930 .....	337	Gilbert Williams.
9/30/37 .....	274	Louis Shellhamer.

## LIGHTER DEPARTMENT

8/23/37 .....	276	Frederick Gerald, assistant foreman.
12/1936 .....	376	John Sabak (not needed).

## SHIPPING DEPARTMENT

1926 .....	96	Frank Petrulla.
8/24/36 .....	136	John Evans.

I. E. ROBINSON, *Superintendent.*

## SCHEDULE C

121/157 IN CHANCERY OF NEW JERSEY

Between VOLUPTÉ, INC., a corporation of New Jersey, complainant,  
and INTERNATIONAL ASSOCIATION OF MACHINISTS, etc., et als.,  
defendants

*On bill, &c., final decree*

This matter coming on to be heard in the presence of Charles J. Stamler, Solicitor for the complainant, and Isserman, Isserman, Rothbard and Kapelsohn, Solicitors for the defendants, International Association of Machinists, affiliated with the American Federation of Labor, John D. Lengel and Lawrence Carrol, its business representatives, and individually, and Emanuel Oransky, Solicitor for the defendants, Metal Polishers, Buffers, Platers and Helpers International Union, Local #44, affiliated with the American Federation of Labor, and Herman J. Dumpert and John J. Flynn, its business representatives, and individually.

And it further appearing that matters in controversy between the International Association of Machinists, and the Metal Polishers, Buffers, Platers and Helpers International Union aforesaid have been adjusted by a memorandum agreement duly executed, which is hereto annexed and made part hereof, and by reason of the making of the said agreement, the said complainant will be relieved from further interference in the operation of its business, excepting as provided for in the agreements between the parties hereto, and as modified by the agreement annexed hereto.

It is, therefore, on this 28th day of March 1938 upon consent hereunto underwritten, ORDERED, ADJUDGED and DECREED that the said memorandum agreement entered into on the 28th day of January, 1938, between the defendants, Local #315 of the International Association of Machinists, and Local #44 of the Metal Polishers, Buffers, Platers and Helpers International Union, is deemed to be and forms part of the contracts between the complainants and the said defendants, and the same to continue in full force and effect during the life of the said agreements between the complainants and defendants.

And it further appearing from the second cause of action filed in this cause, that a dispute has arisen between the complainant and the International Association of Machinists as to the true intent and meaning of the language used in Paragraph 7 of said contract, to wit: "Seniority rights shall prevail at all times," and the defendant, the International Association of Machinists, and the com-

plainant having agreed that the true intent and meaning of the words, "Seniority rights shall prevail at all times" shall be deemed for the purpose of said contract to mean:

"Seniority rights shall prevail at all times separately in each of the departments, to wit, power, press, foot press, assembly, inspection, packing, shipping, distributing, stock, maintenance, engine turning, and soldering.

"Seniority rights in each department shall be further determined by the date of employment and not by the date of assignment to the particular department. In the event there be a consolidation or combination of any two or more departments, all of the employees of the consolidated departments shall be considered employees in the new department and their seniority rights shall be based in accordance with the provisions herein set forth.

"Seniority rights are further to be construed to mean that employees who are laid off because of lack of work in the department that they are employed shall be placed on the department preferential list and shall be re-employed in accordance with such seniority rights and that no new employees shall be employed in any department unless specially skilled help is required, until the preferential list is completely exhausted.

"The words 'seniority rights shall prevail at all times' shall not apply generally to all of the departments as one group, but to each department singly only."

It is, therefore, by virtue of an Act entitled, "An Act Concerning Declaratory Judgments and Decrees" of the State of New Jersey, ORDERED, ADJUDGED and DECREED that the words or language used in the contract existing between the complainant and the defendant, International Association of Machinists, to wit, "Seniority rights shall prevail at all times" is hereby construed and declared to mean:

"Seniority rights shall prevail at all times separately in each of the departments, to wit, power, press, foot press, assembly, inspection, packing, shipping, distributing, stock, maintenance, engine turning and soldering.

"Seniority rights in each department shall be further determined by the date of employment and not by the date of assignment to the particular department. In the event there be a consolidation or combination of any two or more departments, all of the employees of the consolidated departments shall be considered employees in the new department and their seniority rights shall be based in accordance with the provisions herein set forth.

"Seniority rights are further to be construed to mean that employees who are laid off because of lack of work in the department

that they are employed shall be placed on the department preferential list and shall be re-employed in accordance with such seniority rights and that no new employees shall be employed in any department unless specially skilled help is required, until the preferential list is completely exhausted.

"The words 'Seniority rights shall prevail at all times' shall not apply generally to all of the departments as one group, but to each department singly only."

It is further ORDERED, ADJUDGED and DECREED that the rule to show cause issued on the 12th day of January, 1938, and the restraint therein contained, be and the same hereby are vacated.

Memorandum of agreement entered into on January 28, 1938, between Local #315 of the International Association of Machinists and Local #44 of the Metal Polishers, Buffers, Platers & Helpers International Union.

1. It is understood that at the present time both of said Locals have written agreements with VOLUPTE, INC., of Linden, N. J., covering the working conditions of members of said respective Locals who are employed by the said company. At the present time, a number of said employees, members of Local #315, have been laid off by the company, which claims that the lay-offs are actually due to a jurisdictional dispute between said Locals.

2. Local #315, in order to settle all question of such dispute, agrees that all employees of said company in the departments covered by clauses "B" to "F" inclusive of Paragraph "5" of said contract, dated May 1, 1937, between the company and Local 44, shall now and hereafter be within the jurisdiction of Local 44.

3. Local 44, for the same purpose, agrees that all of said laid-off employees who shall be re-employed or restored to work in any of said departments shall thereupon immediately be accepted into membership in Local 44. Local 44 also agrees that it will at once and hereafter make every honest effort in its power to secure an agreement from said employer placing said laid-off employees on a preferential list, and providing for their reinstatement to work before any new help is hired by Volupte, Inc., in said departments.

4. It is agreed by both Locals that the above terms and settlements shall not be recognized or construed as establishing any precedent to govern the settlement of any future jurisdictional disputes between said International Association of Machinists and Metal Polishers, Buffers, Platers & Helpers International Union, in respect to employees of other employers.



## SCHEDULE D (TOOL MAKERS)

Norman Krumeich

Harry Grant

Bert Krams

Stephen Kury

Rene Schwerts

Paul Greulich

## SCHEDULE E (EXAMINERS)

Ann Heubley

Helen Paserba

Frieda Krakowiecki